

## RELEASE DEED

012084

✓ 58-2-18  
52-378

MAINE CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Fifty Two Thousand Four Hundred Seventy-four and 50/100----- (\$52,474.50-----) Dollars paid to it by Richard I. Parkhurst -----with a mailing address of 3 Cushman Road, Winslow, Maine 04901----- (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Waterville, County of Kennebec, State of Maine--- (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TRANSFER  
• TAX  
PAID

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge

title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost

and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's

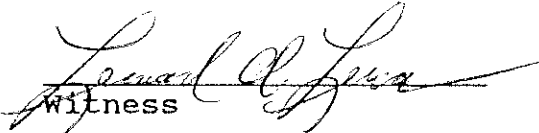
costs of collection, including reasonable attorneys' fees and expenses.

8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenants.
10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
11. Whenever used in this deed, the term "Grantor" shall not only refer to the MAINE CENTRAL RAILROAD COMPANY, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding

upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

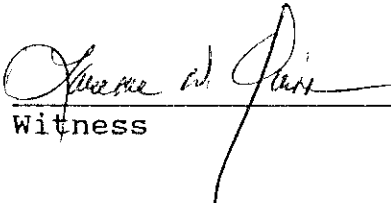
IN WITNESS WHEREOF, the said MAINE CENTRAL RAILROAD COMPANY has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this *Fourth* day of *June*, 1991.

MAINE CENTRAL RAILROAD COMPANY

  
Witness

By:   
David A. Fink, President

GRANTEE:

  
Witness

  
Richard I. Parkhurst

\_\_\_\_\_  
Witness

\_\_\_\_\_

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## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 4, 1991

Then personally appeared the above-named David A. Fink, the President of the MAINE CENTRAL RAILROAD COMPANY and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said MAINE CENTRAL RAILROAD COMPANY, before me.

  
 Notary Public  
 My Commission Expires:  
 10-14-92  
 Leonard A. Lucas

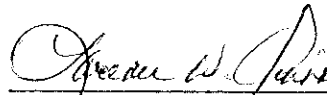
## STATE OF MAINE

Waldo

, ss.

June 14, 1991

Then personally appeared Richard I, Parkhurst-----  
 -----and acknowledged the foregoing  
 release deed to be his/~~her~~ free act and deed, before me.

  
 Notary Public:  
 My Commission Expires:  
 LAWRENCE W. QUINN  
 NOTARY PUBLIC, MAINE  
 MY COMMISSION EXPIRES OCTOBER 14, 1991

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**Exhibit "A"**

A certain lot or parcel of land situate easterly of Main Street, so-called, and southwesterly of Chaplin Street, so-called, in the City of Waterville, Kennebec County, State of Maine, and being bounded and described as follows:

Beginning at a capped 3/4-inch iron rod set on the easterly right-of-way line of said Main Street at the northwesterly corner of land now or formerly of Ferris Brothers Inc., reference deed recorded in Kennebec County Registry of Deeds in Book 1582, Page 180, as shown on a plan entitled "Plan of Standard Boundary Survey, Land in Waterville, Maine, Maine Central Railroad Company to Richard I. Parkhurst, Main Street & Chaplin Street, Waterville, Maine", dated June 1991, revised through June 11, 1991, by Thayer Engineering Company, Farmingdale, Maine;

thence N 5° 10' 51" E along the easterly right-of-way line of said Main Street a distance of 23.83 feet to a capped 3/4-inch iron rod set, said iron rod being S 5° 10' 51" W and 55.83 feet from the intersection of the easterly right-of-way line of said Main Street with the centerline of the main track at approximate Maine Central Railroad Company baseline station 3792+76;

thence N 68° 45' 57" E across land of Maine Central Railroad Company parallel to and 50.00 feet southeasterly of the centerline of said main track a distance of 518.82 feet to a capped 3/4-inch iron rod set and the southwesterly right-of-way line of said Chaplin Street as shown on a plan entitled "Maine State Highway Commission, Right of Way Map, State Highway '33', Waterville, Kennebec County, Federal Aid Project U-UG-033-1(4)", dated February 1963, Sheet No's 1 & 2 of 8 Sheets, S.H.C. File No. 6-126;

thence S 61° 13' 14" E along the southwesterly right-of-way line of said Chaplin Street a distance 167.22 feet to a capped 3/4-inch iron rod set;

thence in a general southeasterly direction along the southwesterly right-of-way line of said Chaplin Street along a curve to the right having a radius of 202.00 feet through a central angle of 6° 37' 37" a distance of 23.36 feet to a highway monument found, said monument being S 39° 27' 47" E and 23.35 feet from the last mentioned iron rod;

thence continuing in a general southeasterly direction along the southwesterly right-of-way line of said Chaplin Street along a curve to

the right having a radius of 202.00 feet through a central angle of 5° 51' 27" a distance of 20.65 feet to a 1/2-inch iron rod found and land now or formerly of Railroad Square Professional Building, reference deed recorded in said Registry of Deeds in Book 3086, Page 150, said iron rod being S 33° 13' 15" E and 20.64 feet from said highway monument;

thence S 68° 57' 53" W along land of said Railroad Square Professional Building a distance of 116.14 feet to a capped 3/4-inch iron rod set and other land of said Railroad Square Professional Building, reference deed recorded in said Registry of Deeds in Book 3086, Page 148;

thence S 68° 39' 36" W along said other land of Railroad Square Professional Building a distance of 203.01 feet to a 1/2-inch iron rod found;

thence S 10° 37' 08" W along land of said Railroad Square Professional Building a distance of 29.04 feet to a capped 3/4-inch iron rod set and land now or formerly of Richard I. Parkhurst and Janet M. Parkhurst, reference deed recorded in said Registry of Deeds in Book 3353, Page 209;

thence N 79° 39' 33" W along land of said Richard I. Parkhurst and Janet M. Parkhurst a distance of 208.82 feet to a 7/8-inch iron rod found and land of said Ferris Brothers Inc.;

thence N 85° 53' 39" W along land of said Ferris Brothers Inc. a distance of 150.57 feet to the point of beginning, containing 80,732 square feet, more or less.

Bearings are based on a plan entitled "Plan of Property to be Deeded by Sadie M. Mitchell & Waterville Burger Corporation To Railroad Square Professional Building, A Maine Partnership, Chaplin Street Connector & College Avenue, Waterville, Maine", dated December 1986 By K & K Land Surveyors, Inc.; said plan is oriented to magnetic north.

Being a portion of the premises described in the following deeds:

John R. Philbrick to Androscoggin & Kennebec Railroad Company, dated December 20, 1848, recorded in Kennebec County Registry of Deeds in Book 163, Page 213;

George Wentworth to Androscoggin & Kennebec Railroad Company, dated December 20, 1848, recorded in Kennebec County Registry of Deeds in Book 163, Page 242;

Stephen Jewett to Androscoggin & Kennebec Railroad Company, dated February 10, 1849, recorded in Kennebec County Registry of Deeds in Book 165, Page 37;



Edwin Noyes to Androscoggin & Kennebec Railroad Company, dated January 18, 1849, recorded in Kennebec County Registry of Deeds in Book 165, Page 38;

Waterville College to Androscoggin & Kennebec Railroad Company, dated May 18, 1849, recorded in Kennebec County Registry of Deeds in Book 166, Page 39;

James Thomas to Androscoggin & Kennebec Railroad Company, dated April 18, 1849, recorded in Kennebec County Registry of Deeds in Book 166, Page 41.

Subject to a right of passage as set forth in a deed of Ronald Giguere, et al., to Richard I. Parkhurst and Janet M. Parkhurst, dated May 23, 1988, recorded in Kennebec County Registry of Deeds in Book 3353, Page 209.

RECEIVED KENNEBEC SS.

91 JUN 19 AM 9:00

ATTEST: *Herman B. Mann*  
REGISTER OF DEEDS